

21AC-CC00053

CAUSE NO. _____

**CONCORD BAPTIST CHURCH OF
JEFFERSON CITY, INC.,***Plaintiff,*

v.

**CHURCH MUTUAL INSURANCE
COMPANY,***Defendant.*

§ IN THE CIRCUIT COURT
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 § COLE COUNTY, MISSOURI
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 § _____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Concord Baptist Church of Jefferson City, Inc. (hereinafter "Plaintiff"), by and through its attorney of record, Scott G. Hunziker, and files this action for damages caused by Church Mutual Insurance Company (hereinafter "Defendant") for breach of contract. In addition, Plaintiff seeks statutory damages along with attorney's fees resulting from Defendant's vexatious refusal to pay Plaintiff's claim under §375.296 R.S.Mo. In support of this action, Plaintiff pleads as follows:

JURISDICTION AND VENUE

1. Plaintiff is a church that owns the property at issue, which is located within Cole County, Missouri.

2. Defendant is a foreign authorized insurance company with a Statutory Home Office Address of 3000 Schuster Lane, Merrill, Wisconsin 54452. Defendant is engaged in the business of selling insurance policies and adjusting insurance claims, including Plaintiff's insurance policy and subsequent claim in the State of Missouri. This includes the policy Defendant sold to Plaintiff

EXHIBIT

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which is at issue in the present case. Defendant may be served with process and a copy of this Original Complaint by serving the Director of Insurance, Missouri Department of Insurance, at 301 W. High Street, Room 530, Jefferson City, Missouri 65101, or in any other manner consistent with Missouri law.

3. All or substantially all of the events giving rise to Plaintiff's causes of action occurred in Cole County, Missouri.

4. Moreover, Plaintiff's claims involve an action in contract. Jurisdiction and venue are therefore also proper under Rule 508.010(6) R.S.Mo.

COUNT 1
BREACH OF CONTRACT

5. Plaintiff incorporates paragraphs 1 – 4 as if fully incorporated below.

6. Plaintiff owns the property at issue (hereinafter the "Property"), which is located at 3720 W. Truman Blvd., Ste. H, Jefferson City, MO 65109.

7. Defendant is an insurance provider selling insurance policies and related coverage within the State of Missouri.

8. Defendant sells such policies through its authorized agents.

9. Plaintiff purchased a policy of insurance from Defendant (hereinafter the "Policy"), which was in effect when the underlying covered event occurred.

10. The Policy promised to insure Plaintiff against damage to the property caused by certain weather-related events.

11. Pursuant to their obligation as a policyholder, Plaintiff made complete payments of all related insurance premiums in a timely fashion. Moreover, the covered damage occurred during the time period in question.

12. On or about March 27, 2020, the Property at issue suffered significant damages as a result of a severe weather-related event which included both significant wind and hail.

13. Subsequently, on or about March 30, 2020, Plaintiff timely and properly notified Defendant of the property damage to the Property. Unfortunately, Plaintiff and Defendant disagreed regarding the total damages to the Property as a result of the weather-related event, specifically hail and lightning.

14. On June 3, 2020, Plaintiff provided Defendant with a written demand for appraisal. Plaintiff and Defendant did not agree on the terms of the appraisal and Plaintiff provided Defendant with an updated demand for appraisal on December 3, 2020.

15. Plaintiff and Defendant were unable to agree on the terms of the appraisal which has necessitated the filing of this lawsuit.

16. Damage to Plaintiff's property was not caused by the acts or omissions of Plaintiff.

17. Damage to Plaintiff's property and its cause are of the kind specifically covered in Plaintiff's policy.

18. Damage to Plaintiff's property was caused by hail, along with wind damage to the church's tile roofing, thermoplastic polyolefin roofing, siding, and vents.

19. The damage to Plaintiff's property occurred during the applicable policy period.

20. Plaintiff's written demand for settlement was propounded on Defendant, pursuant to the contract and §375.296 R.S.Mo.

21. Repair estimates and related damages to the property exceed \$500,000.00.

22. The value of the Property has also diminished by an amount to be determined by a jury.

23. Plaintiff has incurred, and continues to incur, substantial attorney's fees in this matter.

WHEREFORE, Plaintiff prays this Court enter judgment in its favor on Count I, that it award fees and damages as determined by a jury, and for such other relief as the Court deems just and proper.

COUNT II
VEXATIOUS REFUSAL

24. Plaintiff incorporates paragraphs 1 – 20 as is fully incorporated below.

25. Defendant has an ongoing contractual duty to Plaintiff to investigate and settle Plaintiff's claim in a timely fashion.

26. Defendant also has a statutory duty to investigate and settle Plaintiff's claim.

27. Plaintiff has made good faith demand for settlement pursuant to the subject insurance contract and \$375.296 and has further provided all necessary documents requested by Defendant.

28. Defendant has failed to properly investigate and settle Plaintiff's claim.

29. Defendant has long known of all of Plaintiff's damages regarding the present claim, but has improperly investigated and evaluated same, failing to pay the total sum owed.

30. Plaintiff has incurred additional economic damages and attorney's fees as a result of Defendant's vexatious refusal.

31. Plaintiff seeks recoupment of interest as well as its attorney's fees in an amount to be determined by a jury.

WHEREFORE, Plaintiff prays this Court enter judgment in favor of Plaintiff on Count II, that it award fees and damages as determined by a jury, and for such other relief as the Court deems just and proper.

CONCLUSION

Plaintiff prays that judgment be entered against Defendant, that Plaintiff be awarded all of their actual damages, consequential damages, prejudgment interest, additional statutory damages, post judgment interest, penalty damages, reasonable and necessary attorney fees, court costs, and for all such other further relief, whether pled or unpled within this Original Complaint, to which Plaintiff may be justly entitled.

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY ON ALL TRIABLE ISSUES

Respectfully submitted,



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ATTORNEYS FOR PLAINTIFF

Dated: February 16, 2021